			1. CONTRACT ID CODE	PAGE OF PAGES	
MENDMENT OF SOLICITATION				1 3	
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16C	4. REQUISIT	TON/PURCHASE REQ. NO.	5. PROJECT NO. (If applicab	
ISSUED BY CO	DE	7. ADMINIST	ERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center Procurement Office – ODIN – C Kennedy Space Center, FL 32	OP-MS				
NAME AND ADDRESS OF CONTRACTOR (1	No., street, county, State, and Zip Coo	(x)	9A. AMENDMENT OF SOLIC	ITATION NO.	
OAO Corporation			9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO.  NAS5-98144/CC90303B		
7500 Greenway Center Drive Greenbelt MD 20770					
			10B. DATED (SEE ITEM 13)		
DE FAI THIS ITEM ONLY APPLIES TO AMENDMEN	CILITY CODE		December 1, 200	1	
HIS ITEM APPLIES ONLY TO MODIFICATION  A. THIS CHANGE ORDER IS ISSUED PROPERTY OF THE PROPERTY					
B. THE ABOVE NUMBERED CONTRAÇ appropriation date, etc.) SET FORTH IN I				changes in paying office,	
C. THIS SUPPLEMENTAL AGREEMENT NAS5-98144 Contract Cla Terms and Conditions-Co D. OTHER (Specify type of modification a	IS ENTERED INTO PURSUANT TO JUSE C.7 Technology Reformmercial Items, (c) Cha	AUTHORITY C	F:	use 52.212-4 Contract	
Copacity type of medical control					
IPORTANT: Contractor [ ] is not, [ ]		ment and retui	rn 1 copies to the iss		
	ODIN SERVIC		ononanorroomiaat subject matter	o.o rodololo./	
nnology Infrastructure (SWR P20 nge in Delivery Order Price: (\$2	03-2SWH-00) Support of F		upgrade		
t as provided herein, all terms and conditions of	,	or 104 as bore	tofore abanged, remains upaban	and and in full force and affect	
NAME AND TITLE OF SIGNER (Type or print)	DIN SSC	BA. MARBOOD	TIEEARCONNEACOUNTER ACTING OFFICER	ICER (Type or print)	
CONTRACTOR/OFFBAGA	9 yam MANAGEY 15C. DATE SIGNED 16	B. UNITED ST	ATES OF AMERICA	16C. DATE SIGNED	
M Skeves (Agnature of person authorized to sign)	2/6/02 B		thic Can Jelan	2/21/2002	
540-01-152-8070 OUS EDITION UNUSABLE	30-105	U	STANDARD Prescribed by FAR (48 CFR)		

- 1. The purpose of this modification is to incorporate the technology infrastructure enhancement in support of the telephone system upgrade at SSC.
- 2. The Statement of Work for the ODIN Support of the Telephone System PBX Upgrade at NASA Stennis Space Center is provided as Enclosure 1 to this Modification.
- 3. The Government agrees to waiver the ODIN telephonic metrics throughout the phased cutover period and permit ODIN to classify as "beyond contractor's control" any implementation-related deployment problems that impact these telephonic metrics for an additional 30-day period after acceptance. ODIN is not relieved from metrics during the preparation period, before services starts to be transferred to the upgrade. All other metrics and ODIN services shall not be impacted.
- 4. In accordance with Master Contract NAS5-98144, C.7, Technology Refreshment Process, the technology refreshment services referenced above are hereby incorporated into this Delivery Order at reduction of (\$23,500) to the Delivery Order Amount. It is mutually agreed that the credit amount shall be paid over a 12-month period beginning with ODIN's acceptance of the upgraded system. Credit will be accumulated at \$2,000 per month for eleven months with a final credit amount of \$1,500 in the twelfth month.
- 5. Part II "Contract Administration Data", Item 4, is revised as indicated below to incorporate the increase of \$72,751.11 for these infrastructure upgrades:

## 4. TOTAL DELIVERY ORDER VALUE (through Mod No. 13)

Ondered Oceta/Oceta/Oceta/Attacked at A	
Ordered Seats/Service Levels (Attachment A)	
(Estimated amount for December 2001 based on	
projected quantity)	\$350,104.74
Catalog Services	\$0.00
Specialized Services	\$0.00
Infrastructure Upgrades	\$63,104.32
Sub-total	\$413,209.06
Less credits	\$0.00
Less retainage not earned	\$0.00
Sub-total	\$413,209.06
Seats/Service levels projected through 11/30/04	\$14,601,207.75
Catalog Actuals	\$0.00
Specialized Services Actuals	\$0.00
Total Estimated Delivery Order Value:	\$15,014,416.81

2. Part V "Technology Infusion (Infrastructure Upgrades)", Item 2 is modified to include the subject infrastructure upgrade. The signed date and completion date will be completed in a future infrastructure upgrade modification.

Mod. No.	Description Of Work	Date Signed	Completion Date	Modification Value
002	XJCS R491 00 Cable Plant Expansion at PTMC Construction Site for NASA	12/21/01		\$ 2,603.05
006	PB00 C202 00 Cable Plant Expansion in B1100 for NOAA	12/28/01		11,250.16
009	NJ00 F21AY 00 Rev 1 Cable Plant Expansion in B1002 for NAVOCEANO			\$47,597.63
009	NJ00 F21AY 01 Cable Plant Expansion in B1002 for NAVOCEANO			\$25,153.48
013	Support of Telephone System PBX Upgrade			(\$23,500.00)
Тс	\$63,104.32			

- 3. In consideration of the modification agreed to herein as complete equitable adjustment for the changes set forth, the Contractor hereby releases the Government from any and all liability under this delivery order for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.
- 4. All other terms and conditions of this Delivery Order remain unchanged and in full force and effect.

## STATEMENT OF WORK (SOW) Odin Support of the Telephone System PBX Upgrade at NASA Stennis Space Center

- This SOW is based upon the premise that NASA Stennis Space Center (SSC) procures and implements the SSC PBX upgrade and provides it as Government Furnished Material (GFM). ODIN shall provide the local on-site labor associated with the GFM implementation coordination, leading to ODIN's system acceptance and associated assumption of sustaining operation and maintenance of the upgraded NASA SSC PBX system.
- ODIN shall provide the following services, leading to the upgraded PBX system becoming
  part of the SSC infrastructure operated and maintained under the ODIN Delivery Order
  CC90303B. ODIN shall provide sustaining maintenance and operation support, from the
  date of official ODIN system acceptance throughout the remainder of the current delivery
  order performance period.
  - a. <u>Technical Training</u> ODIN will provide the labor and associated travel expenses for three personnel to attend off-site NASA-provided OEM training. This training familiarizes the ODIN support staff with the upgraded PBX system and is required for ODIN to assume sustaining operations responsibilities.
  - b. Monitor System Installation ODIN will provide implementation scheduling/planning input, implementation project management, vendor escort and technical coordination, database transition support and assistance with customer notifications. ODIN will coordinate with the DOCOTR or designee regarding required facility requirements and prepare and submit any associated SWRs for the DOCOTR's approval. ODIN will monitor the system installation activities and identify any inconsistencies for NASA's resolution, with ODIN providing technical advice.
  - c. <u>Database Support</u> ODIN shall provide any and all database information required to implement the upgrade. ODIN is responsible for correcting any database discrepancies. All redline configuration diagrams shall be reviewed by ODIN for accuracy and submitted to the site wide depository.
  - d. <u>Implementation Plan</u> Upon receipt of the SSC implementation schedule and plan, ODIN will prepare a master implementation schedule and provide weekly status reports and updates to the DOCOTR throughout the implementation period until acceptance. ODIN will advise the DOCOTR of any inconsistencies or issues that conflict with SSC's original procurement and/or implementation. ODIN will provide technical advice to the DOCOTR in resolving such issues. This master implementation plan will overlay the scheduled activities with ODIN required activities to include training, implementation and deployment, and a 30-day "burn-in" period.

- d. <u>Due Diligence</u> ODIN will conduct a due diligence, verifying the upgraded system's functionality and compliance with operational and performance requirements. ODIN will conduct an independent system verification and acceptance, providing acceptance recommendations and/or identifying system deficiencies for corrective actions. ODIN will provide technical advice and recommendations regarding required corrective actions. The due diligence will commence upon the completion of the three-phased implementation and run in parallel with the 30-day "burn-in" period.
- f. ODIN System Acceptance At the completion of Due Diligence and 'burn-in" period, ODIN will accept the system as part of the NASA SSC infrastructure and commence to provide sustaining on-site operations and maintenance throughout the remainder of the delivery order performance period. ODIN's system acceptance will be based upon (1) the system fully meeting the original equipment manufacturer's (OEM) specifications and (2) a sustained fully operational 30-day "burn-in" period.
- g. The following definitions apply to the above services.
  - (1) Burn-in Period The period of operational time after total system installation and testing. The upgrade will be implemented in three phases. After each phase, every instrument will be tested by NASA/SSC. A 30-day burn-in period will commence after successful completion of the three phases to ensure full system operations.
  - (2) System Acceptance Official system acceptance shall occur the day after the last day of a successful burn in period.
  - (3) Sustained fully successful operational period The period whereby no major components fail. A major component is one that is an integral part of the system that supports more than a small group of end user stations or equipment, such as an interface board.
- 3. The Government will provide the required upgrade components to include hardware, software, firmware, training, maintenance, capacity for growth, OEM-recommended spares, and installation of the PBX upgrade. The mutually agreed-to list of items to satisfy the component requirements are set forth on Enclosure 2 to this Delivery Order Modification.
- 4. The Government will provide the on-site temporary storage required for receiving and staging equipment. This space will not be subject to the on-site space/facility credit requirements set forth in Delivery Order Part IV, Item 13.
- 5. The Government will provide all on-site equipment re-locations and facility modifications necessary to accommodate the PBX upgraded system.
- 6. The Government will provide ODIN with the OEM training schedule, equipment delivery/implementation schedules and POC for schedule coordination. NASA SSC implementation schedule will accommodate ODIN requirement for a 30-day "burn-in" period, during which ODIN will conduct the Due Diligence.

- 7. The DOCOTR and ODIN will jointly prepare and agree to the associated Move/Add/Chance database freeze periods with the DOCOTR or designee responsible for notifying users.
- 8. The Government is responsible for the disposition (disassemble, packing, storage and shipping) of the replaced PBX components.